

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walden-Hays, Inc.		08/20/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Benefit Cosmetics LLC		
<b>Street Address:</b>	225 Bush St., FL 20		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5606196	LOVE YOUR BROWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	camillef@benefitcosmetics.com		
<b>Correspondent Name:</b>	Camille Friedlander		
<b>Address Line 1:</b>	225 Bush St., FL 20		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>NAME OF SUBMITTER:</b>	Camille Friedlander		
<b>SIGNATURE:</b>	/Camille Friedlander/		
<b>DATE SIGNED:</b>	09/18/2020		
<b>Total Attachments: 7</b>			
source=2020-08-20 Assignment Agreement - Walden Hays to Benefit#page1.tif			
source=2020-08-20 Assignment Agreement - Walden Hays to Benefit#page2.tif			
source=2020-08-20 Assignment Agreement - Walden Hays to Benefit#page3.tif			
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OP \$40.00 5606196

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is made effective as of August 20, 2020 and is by and between Walden-Hays, Inc. ("Assignor"), a New York corporation, with an address of PO Box 1071, New York, New York 10276 to Benefit Cosmetics LLC ("Assignee"), a Delaware limited liability company, with an address of 225 Bush Street, Floor 20, San Francisco, California 94104.

WHEREAS, Assignor is the owner of the Intellectual Property as set forth on Schedule 1 attached hereto ("Assigned IP");

WHEREAS, Assignor wishes to assign, convey, and transfer to Assignee the Intellectual Property in Schedule 1, and Assignee wishes to take ownership, title, and right in the Intellectual Property in Schedule 1; that will be part of the asset transfer; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers, and delivers to Assignee any and all of Assignor's right, title and interest in and to the Assigned IP, including: all goodwill associated with the Assigned IP including that related to the products and services for which each item of Assigned IP is associated and for which each corresponding item of Assigned IP is registered or recorded; all income, fees, royalties, payments, and damages hereafter due and payable to such Assignor with respect to the Assigned IP, including without limitation, damages for any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements, misappropriations or dilutions; all rights pursuant to 15 U.S.C. 1051 *et seq.*, and all other applicable acts and associated amendments; any and all registrations or renewals associated with the Assigned IP; and all rights that apply in any country relating to any foreign counterpart, certification, registration or other governmental grant or issuance relating to, or seeking the benefit of, the Assigned IP throughout the world.

2. Recordation of Assignment. From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder. Without limiting the foregoing, Assignor shall execute and deliver to Assignee the Trademark Assignment (the "Assignment," attached hereto as "Exhibit A") for filing with the United States Patent and Trademark Office ("USPTO") and the registries and other recording governmental authorities in all applicable jurisdictions as necessary to record and perfect the Assignment, and to vest in Assignee all right, title, and interest in and to the Assigned IP in accordance with applicable law. As between Assignor and

Assignee, Assignee shall be responsible, at Assignee's expense, for filing the Assignment with the applicable governmental authorities; provided that Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any of Assignee's successors or assigns. This Assignment may be made of record in any government and/or administrative authorities as appropriate and desired by Assignee. Assignor hereby irrevocably authorizes and requests any official of any country whose duty it is to record changes in assignment of trademarks, and to issue renewals, extensions and/or registrations for trademarks included in, related to or derived from, the Assigned IP to Assignee, its successors and assigns.

3. Further Assurances. Assignor, for itself, and its heirs, assigns, and legal representatives hereby further covenants to and with Assignee and its successors, assigns, and legal representatives to fully cooperate therewith in perfecting this assignment in any and all foreign jurisdictions as required, said cooperation extending to all Assigned IP, and including the execution of additional assignments or other formal documents as may be required in connection therewith.

4. Future Use of Assigned IP. Assignor agrees that they shall not in the future register, use, apply to register or assist any third party with registering, use or apply to register a domain name, trademark, or designation that comprises or includes, whether alone or in combination with each other or with other words, the Assigned IP.

5. Liabilities. Assignee shall not assume or become obligated in any way to pay any liabilities, debts, or obligations of Assignor whatsoever, including, but not limited to, any liabilities or obligations now or hereafter arising from Assignor's business activities that took place prior to the execution of this Agreement or any liabilities arising out of or connected to the execution of this Agreement. Assignor shall indemnify and hold harmless Assignee and its officers, directors, affiliates, employees, and agents against any loss or claim related to the foregoing.

6. Representations and Warranties of Assignor. Assignor represents and warrants that (i) Assignor has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement; (ii) this Agreement, when signed and delivered by Assignor, will be duly and validly executed and delivered and will be the valid and binding obligation of Assignor, enforceable against Assignor, in accordance with its terms; (iii) neither the signing and delivery of this Agreement by Assignor, nor the performance by Assignor of its obligations under this Agreement, will violate any law, statute, rule, or regulation or order, judgment, injunction, or decree of any court, administrative agency, or governmental body applicable to Assignors; (iv) Assignor has not taken any action to assign, transfer, or encumber any of the Assigned IP; (v) Assignor is not legally bound by any agreements or obligation relating to the Assigned IP that could (a) obligate Assignor or Assignee to license or otherwise grant rights to any other person or entity to any of the Assigned IP, (b) result in a claim against or lien on any of the Assigned IP, or (c) prohibit the arrangements contemplated hereby or result

in a claim with respect to any of the Assigned IP; (vi) Assignor possesses all rights, title, and interest in and to the Assigned IP and any related websites; (vii) Assignor has no knowledge of any existing threatened or known claims or liabilities related to the use of the Assigned IP; and (viii) the Assigned IP is free and clear of any liens, security interests, or other encumbrances.

7. Indemnification. In addition to the Assignor's indemnity found in Section 5 herein, each party shall indemnify and hold harmless the other party, its officers, directors, employees, agents, affiliates, successors, and assigns for any and all costs, expenses, and liabilities, including reasonable attorney's fees, arising out of such party's acts or omissions in performing or failing to perform its obligation under this Agreement, including breach of any provision, representation, or warranty set forth in this Agreement. The obligations of each party (the "Indemnitor") under this Agreement to defend, indemnify, and hold harmless the other party and its affiliates, and their respective employees, representatives and agents (each, an "Indemnitee") shall be subject to the following: (a) the Indemnitee shall provide the Indemnitor with prompt notice of any claims, demands, causes of action, proceedings, or lawsuits ("Claim") giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve the Indemnitor of its obligation to defend, indemnify, and hold the Indemnitee harmless to the extent it reasonably demonstrates its defense or settlement of the Claim was adversely affected thereby; (b) the Indemnitor shall have sole control of the defense and of all negotiations for settlement of such Claim; and (c) the Indemnitee shall cooperate with the Indemnitor in the defense or settlement of any such Claim at the Indemnitor's expense. Notwithstanding the foregoing, the Indemnitor shall not settle any claim unless such settlement completely and forever releases the Indemnitee from all liability with respect to such Claim or unless the Indemnitee consents to such settlement in writing. Where the Indemnitor does not request the Indemnitee to cooperate in the defense or settlement of any such Claim in which the Indemnitee is involved, the Indemnitee may participate in the defense of the Claim at its own expense.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the California, without reference to any choice of law principles.

9. No Impact on Prior Rights. Nothing in this Assignment is intended by the parties to (i) amend any rights or terms of any prior agreements to which the parties are signatories, or (ii) prejudice any other right of Assignee or Assignor.

10. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and each Assignor.

12. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR  
Walden-Hays, Inc.

Name: Anthony V. ARBONOVICH  
Title: VICE PRESIDENT

ASSIGNEE  
Benefit Cosmetics LLC

Name: William Cho  
Title: VP, Legal Counsel

## EXHIBIT A

### TRADEMARK ASSIGNMENT

This Assignment (the "Assignment") is made effective as of August 20, 2020 and is by and between Walden-Hays, Inc. ("Assignor"), a New York corporation, with an address of PO Box 1071, New York, New York 10276 to Benefit Cosmetics LLC ("Assignee"), a Delaware limited liability company, with an address of 225 Bush Street, Floor 20, San Francisco, California 94104.

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignor transferred, sold, and conveyed to Assignee the trademark set forth in Schedule 1 attached hereto and incorporated herein by reference (the "Mark") and the goodwill of the business symbolized thereby.

WHEREAS, Assignor is the owner of the trademark (the "Mark") as described in Schedule 1, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is used ("the Goods").

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark, and Assignee desires to accept all of Assignor's right, title and interest in and to the Mark, and the associated goodwill.

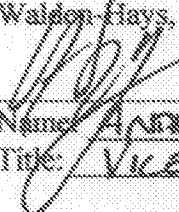
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill associated therewith and symbolized thereby, relating to the Goods in respect upon which the Mark is used and for which it are registered; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignor full right, title, and interest in the Mark.

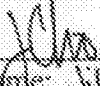
party. Facsimile or electronic mail transmission of counterpart signatures to this Assignment shall be acceptable and binding.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR  
Walden Clays, Inc.

  
Name: ANTHONY YARBROUGH  
Title: VICE PRESIDENT

ASSIGNEE  
Benefit Cosmetics LLC

  
Name: William Cho  
Title: VP, Legal Counsel

SCHEDULE 1

TRADEMARK

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.
LOVE YOUR BROWS	United States	March 27, 2018	87/851,789	November 13, 2018	5,606,196